BLOCK PARTY APPLICATION/PERMIT

APPLICANT FOR PERMIT SHALL FILE WITH THE CITY CLERK A COMMUNICATION IN WRITING REQUESTING SUCH PERMIT AT LEAST **FORTY-FIVE DAYS (45) PRIOR** TO THE BLOCK PARTY.

NAME OF ORGANIZER:_____

TELEPHONE NUMBER:_____

ADDRESS:_____
EMAIL ADDRESS:_____

DATE OF BLOCK PARTY:_____

LOCATION OF BLOCK PARTY:_____

REQUESTED STREET CLOSURE_____
AT THE INTERSECTIONS OF _____and
_____.

TIME START:_____ TIME END_____
                                                 (no later than 10:00 p.m.)

OF PERSONS (APPROX)_____# OF PROPERTY OWNERS
                                         PARTICIPATING_____

TYPE OF ACTIVITIES:_____

_____

I hereby release the City of Peekskill, it's servants and employees for any liability or loss of equipment and/or persons which may result during the block party period. I agree to abide by all rules and regulations set down by the City of Peekskill.

PLEASE NOTE: For complete processing, the Hold Harmless Agreement and Certificate of Liability Insurance must be attached to the Block Party Application.

ALL INFORMATION FURNSIHED ON THIS APPLICATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

_____   _____
Date of Application   Signature of Applicant

••

Recommendation from Police Chief _____

                                     _____

                                     _____ _____
                                     Chief of Police Signature   Date

Permit #_____   Approved by Common Council _____

                                     _____
                                             City Clerk

Cars will be needed to block off entrance/exits. DPW will have orange barrels delivered prior to the event for a visual blockade. An Officer will check that they are put out and removed at the start and finish

BLOCK PARTY INSURANCE REQUIREMENTS: $1,000,000 per occurrence in General Liability Insurance/$2,000,000 Aggregate, naming the City of Peekskill as an Additional Insured

Copies to: Chief of Police, Fire Chief, Director of Public Works

PETITION FOR A BLOCK PARTY

As a condition for applying to receive a Block Party Permit, the Applicant is required to gather signatures from 75% of households located within the Block Party area, inclusive of the corner households.

On the date of _____, the residents of _____

(street, road, avenue) request to hold a block party between _____(street)

and _____(street). The event will be conducted between the hours of

_____ and_____. By signing below, I consent to the necessary temporary street closure

during this event, including the placement of barricades. In addition, if I participate, I agree to adhere

to the rules and regulations set down by the City of Peekskill.

In the event of any emergency, the street will be immediately re-opened and the event discontinued.

Name	Signature	Address

HOLD HARMLESS AGREEMENT

This Hold Harmless and Indemnification Agreement ("Agreement") is entered into by and between the Block Party Residents, hereinafter "Promisor" and the City of Peekskill, hereinafter "Promisee" on this _____ day of _____, 20_____, in Peekskill, New York

AGREEMENT

Promisor and Promisee agree as follows:

Promisor will indemnify and hold harmless Promisee from any and all claims, actions and judgments, including all costs of defense and attorney's fees incurred in defending against same arising from a Block Party to be held on _____(insert street). Promisor's actions including the acts of Promisor's agents and employees.

Promisee shall be entitled, in its reasonable discretion, to settle claims prior to suit or judgment, and in such event Promisor shall indemnify and hold harmless Promisee for any such claims paid, including Promisee's reasonable attorney's fees incurred resulting from such claims.

In the event any claim or suit is brought against Promisee within the scope of this Agreement, Promisor shall pay for legal counsel chosen by Promisee to defend against same.

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to a reasonable attorney's fees, which may be set by the court in the same action, or any separate action brought for that purpose, in addition to any other relief such party may be entitled.

This Agreement shall be interpreted under the laws of the State of New York.

The City of Peekskill

_____

By:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

(All Resident's Signatures who signed Petition)

INSURANCE REQUIREMENT

Public Liability Insurance:

$1,000,000 per occurrence/$2,000,000 aggregate

    A.   The Permittee hereby agrees to name the City of Peekskill as an unrestricted additional insured on the Permittee's policy.

    B.   The policy naming the City of Peekskill as an additional insured shall:
        1. Be an insurance policy from an A.M. Best rated "secured" New York State licensed insurer;
        2. Contain a 30-day notice of cancellation;
        3. State that the Individual/Organizer's coverage shall be primary coverage and non-contributory for the City of Peekskill, it's Board, employees and volunteers;
        4. Additional insured status shall be provided with ISO endorsement CG 2026 or it's equivalent.

    C.   The Permittee agrees to indemnify the City of Peekskill for any applicable deductibles.

    D.   The Permittee shall provide a copy of the endorsement providing additional insured status.

    E.   Permittee acknowledges that failure to obtain such insurance on behalf of the City of Peekskill constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the City of Peekskill. The Permittee is to provide the City of Peekskill with an insurance endorsement evidencing that the above requirements have been met. The failure of the City of Peekskill to object to the contents of the endorsement or the absence thereof shall not be deemed a waiver of any and all rights held by the City of Peekskill.

    F. $1,000,000 in General Liability Insurance, and states the following:

"The City of Peekskill is named as an additional insured regarding the event held

on _____(date) at _____(address).

Insured's coverage is primary and non-contributory."

Hold Harmless Agreement must be signed holding the City Harmless.

If any vehicles are involved, a Certificate of Automobile Liability must also be provided in the amount of $1,000,000 and states the following:

"The City of Peekskill is names as an additional insured regarding the event held on

_____(date) at_____(address).

Insured's coverage is primary and non contributory."

Defense and Indemnity Agreement

The Permittee hereby assumes all risk for damage and defacement of City property, and agrees to indemnify the City for damage resulting in bodily injury to any and all persons arising out of the use of the premises for the Block Party for which the permit is granted, and agrees to indemnify and hold harmless the City of Peekskill, and its departments, officers, employees and agents from any and all claims, suits, losses, damages, or injuries to persons or property where arising directly or indirectly out of the use of the property for which the Event Permit is granted.

Prior to the issuance of the permit for this Block Party, the Permittee has executed this Application Affidavit. **(THIS FORM MUST BE SIGNED IN FRONT OF A NOTARY PUBLIC)**

_____   _____

     Signature of Applicant   Date

Sworn to before me this _____

Day of _____20_____.

_____

Notary Public